



REQUEST FOR BID

Landscape Maintenance, Irrigation Services, and Snow Removal

RFB # O-2025-2

Issued By:

Iowa Public Employees' Retirement System

Bids must be submitted no later than:

May 30, 2025

LATE BIDS WILL BE REJECTED

For Further Information Regarding This RFB Contact:

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Iowa Public Employees' Retirement System

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1. PURPOSE

A. BACKGROUND INFORMATION

The purpose of this Request for Bids (RFB) is to hire a qualified Contractor to establish a contract for mowing turf areas, fertilizing, weed control, weeding of beds, maintenance/upkeep of the overall irrigation system, snow plowing of selected paths, and other landscaping related services at IPERS' Headquarters ("Services"). The approximately 6.5 acres IPERS Headquarters parcel is located at 7401 Register Dr. Des Moines, IA 50306, with a main section adjacent south of Army Post Road and bounded by Register Drive to the west.

B. MINIMUM REQUIREMENTS

To be eligible for award, Contractors must be qualified and able to provide the following:

- i. References of three firms to which similar services have been provided during the past five years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.
- ii. Documentation establishing Contractor has been in the business of providing similar services for the past five years.
- iii. If awarded the contract, a Purchasing a Certificate of Insurance and ability to maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Iowa, with a minimum AM Best rating of A1, and signed by an authorized agent. Maintain worker's compensation insurance as required by Iowa law, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

C. SCOPE

The Contractor shall provide the landscape and snow removal services set forth in this Scope within IPERS' Headquarters grounds. The additional services that are beyond those

services set forth in this Scope and Attachment 1 (collectively, "Additional Services"), if requested, shall be provided only when authorized in writing by IPERS.

Section 1. Standard Landscape Services. The frequency that the Contractor must provide the Standard Landscape Services are set forth in *Attachment B*.

- i. Irrigated Turf: Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.
- ii. Mowing Irrigated Turf: Irrigated turf areas must be mowed as necessary to maintain a turf height of approximately 3.5" -4" inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.
- iii. Trimming: All irrigated turf areas must be trimmed after each mowing to provide uniform height of all grass adjoining walkways, driveways, parking lots, buildings, trees, etc. Not cut by the mower
- iv. Edging: All sidewalks, concrete and curbing shall be edged a minimum of once per month or seven (7) times per season.
- v. Fertilization: Irrigated turf areas must be fertilized with high quality, well-balanced fertilizer a minimum of three (3) times per season.
- vi. Weed Control: Irrigated turf areas must be kept weed free throughout the term of the contract. Prior to application of any herbicide, the Contractor shall submit the proposed herbicide to IPERS for approval. Contractor shall manually remove weeds on a weekly basis, as needed.
- vii. Aeration: Contractor shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water two (2) times per year. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer, as specified in the Fertilization section. The Contractor shall use only a closed coring tine. Prior to aeration, the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. At its own expense, the Contractor shall replace any sprinkler heads and valve box covers damaged by the aerators. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.
- viii. Leaf Removal: Contractor must collect and remove large amounts of leaves during November or after 90% leaf drop, weather dependent.

- ix. Unusual Conditions: Whenever the Contractor observes any condition which the Contractor believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the IPERS along with a recommended corrective action.

Section 2. Tree and Shrub Care. The Contractor shall familiarize themselves with the numbers, locations, and types of trees and shrubs within IPERS' grounds. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary.

- i. Pruning: The Contractor shall thin and prune trees and shrubbery to promote healthy plants and trees, for a neat appearance, and to remove any growth onto sidewalks, or otherwise as necessary to comply with best practices for the species.
- ii. Dead Plant Materials and Plant Replacements: The Contractor must remove dead, damaged, diseased and/or insect-infested wood within one week of determination of death, or otherwise as necessary. Contractor shall promptly provide a quote for plant replacement.
- iii. Watering: During periods of dry weather, newly planted trees shall be hand-watered weekly when the irrigation system is not in use or where no irrigation exists. Watering under this subsection shall continue until the new trees have an established root system or for two years.

Section 3. Mulch.

- i. Protective Rings: Trees and shrub beds must be protected from maintenance equipment by a mulch bed and/or other protection, as approved by IPERS.
- ii. Application: Mulch shall be reapplied each season after the first herbicide application, if applicable. This includes all tree protection rings, shrub beds, ground covers, and annual and perennial beds.
- iii. Maintenance: Mulched beds shall be turned a minimum of one time per season or as needed to achieve a uniform appearance and shall be kept weed free. Contractor shall edge or re-edge all mulched areas prior to application of mulch to provide natural containment.

Section 4. Ground Cover, Flower Beds and Rock Beds.

- i. Weed Control: The Contractor shall remove weeds from all planting beds, flower beds, and rock beds throughout the term of the contract.
- ii. Mow Strips/Landscape Edging: Landscape edging, including metal edging, mow strips, and any other materials, shall be kept in good repair and appearance and replaced if necessary. Any safety hazards shall be immediately corrected. All time and labor for this service are included in the contract price.

- iii. Flower Care: The Contractor is responsible for perennial care, including removal of weeds from perennial bed areas and removal of spent blossoms as necessary.
- iv. Spring Clean-Up: Flower beds and landscaped areas shall be cleaned up in the spring, including but not limited to, cutting back perennial grasses and removing accumulated leaves and branches
- v. Fall Clean-Up: Flower beds and landscaped areas shall be cleaned up in the fall, including but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.
- vi. Rock Beds: Rocks that have spilled out of rock beds shall be moved back into the rock beds. Exposed irrigation lines shall be reburied under the rock for a clean appearance.

Section 5. Irrigation System Operation and Maintenance. The Contractor is responsible for starting and adjusting the irrigation system in the spring and to winterize the system in the fall. The system includes approximately 34 sprinkler zones and associated underground water distribution lines. Upon spring activation of the irrigation system, the Maintenance Technician shall check the operation of each sprinkler zone to verify that all control valves and heads are functioning properly, and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles. In addition, all controller enclosures shall be opened and visually inspected.

Damage to heads caused by mowing operations shall be repaired at the Contractor's expense. The Contractor shall maintain all appropriate keys, locks, system logins and passwords, and any other security, access, or operational procedures, measures, or devices and shall ensure that copies and information concerning all such procedures, measures, and devices are provided to IPERS with all appropriate updates, changes, or alterations.

- i. Activation: Contractor shall activate the irrigation system each spring, on a date to be determined by the Contractor in consultation with IPERS and notice thereto. The Contractor shall immediately notify IPERS of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of the Contractor actions shall be repaired immediately at Contractor's expense. Contractor must promptly notify, in detail, including photographs, of such cause and/or extent of such damages, with an itemized estimate for any such repair, any such damage that was the result of a prior provider's improper shutdown or system damages caused by actions other than the system shutdown. The Contractor shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.
- ii. Inspection: Contractor shall inspect and adjust the system with particular attention paid to irregular water distribution patterns. Contractor will open and

visually inspect control enclosures between start-up and winterization to ensure water is being distributed as intended.

- iii. Sprinkler Heads: Contractor shall clean and adjust patterns of plugged sprinkler as necessary to ensure that water is being distributed to only the intended vegetated areas.
- iv. Clock Timing: The Contractor shall program the sprinkler controls to optimize the application of water for each individual zone while controlling system pressure to minimize the possibility of irrigation line breaks. The Contractor shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by IPERS. If the Contractor recommends a deviation from the specified days, times, and frequencies, such recommendations must be approved by IPERS prior to programming the changes.
- v. System Repairs - Non-System Activation Related: The Contractor is responsible for repairs of all sprinkler system damage that are the result of the Contractor's operations. Contractor shall notify IPERS immediately of any such damage and the Contractor shall immediately repair or correct such damage. Minor irrigation system repairs and adjustments that are not caused by the Contractor, such as nozzle replacement and head alignment, and clock adjustment shall be performed as part of the basic services and IPERS shall be billed for materials only. The need for major irrigation system repairs which are not caused by the Contractor shall be approved by IPERS and billed on a time and material basis
- vi. Winterization: Winterization of the irrigation systems shall be completed by the Contractor in the fall before the first hard freeze.

Section 6. Snow Removal. Each Bidder must be available to perform the Services during regular business hours, 7 days/week. Each Bidder must perform the Services as requested at any time by IPERS. Services may be performed outside of regular business hours and on weekends.

- i. Each Bidder must be ready, willing, and able to plow, stack, and remove snow and ice, and to salt.
- ii. Drives and Parking Areas shall be plowed and kept clear shortly prior to and during all regular business hours, and salting of the Drives and Parking Areas shall occur as necessary given weather conditions and as reasonable safety concerns dictate, and as may be requested by IPERS. Plowing, stacking, and snow and ice removal, and salting, shall be promptly done as requested by IPERS.
- iii. Fire hydrants will have a three (3) foot radius of cleared snow; fire hydrants must remain clear at all times.
- iv. Any damage to curbs, landscaping, vehicles, or other property is the responsibility of the selected Bidder.

- v. Where snow is stacked, and how often snow and ice must be removed and salting shall occur, shall be determined by IPERS in its sole discretion.
- vi. Contractor must leave a three (3) foot barrier around any parked car and must work around vehicles in the parking lot, including back dragging or extra maneuvers to clear the snow within three (3) feet of a vehicle. Contractor is responsible for notifying IPERS of any cars blocking effective snow removal.

Section 7. Additional Services

From time to time, IPERS may request that the Contractor provide Additional Services not included within the scope of the Standard Landscape Services. Prior to providing any Additional Services, the Contractor will obtain IPERS approval in writing. Additional Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Statement of Work. Statements of Work may include services not otherwise described herein but reasonably related to landscape services and snow removal.

Section 8. General.

- i. Contractor shall provide all the equipment, materials and labor necessary to maintain the common areas, easements, and rights-of-way within the IPERS' Headquarters grounds as illustrated in the attached Exhibits.
- ii. Contractor will perform the Services and any Additional Services in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to contractors engaged in providing similar services at the time and place that the Services are rendered. The Contractor shall, at its cost, be solely responsible for repairing any damage caused by the Contractor.
- iii. The Contractor will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulations, requirements, guidelines, court rulings and orders of all governmental authorities applicable to this Contract and the Services and Additional Services performed by the Contractor, including but not limited to, employee safety (collectively "Applicable Law").
- iv. The Contractor shall represent that all of its employees have received the information, instructions, and training required to provide the Services and any authorized Additional Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.
- v. The Contractor shall agree to indemnify and hold harmless IPERS.
- vi. The Contractor shall be responsible for the proper application and disposal of all materials. The award will be made to the lowest qualified bidder, not necessarily the lowest bid. The bid shall include all scheduled work as described in the Scope.

2. CONTRACT TERM

July 1, 2025, through June 30, 2028, with three (3) one-year renewal options. Any extension must be authorized by mutual agreement of IPERS and the Contractor.

3. QUESTIONS

If Contractor discovers any material ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation they must notify IPERS of the error and request a modification or clarification.

4. METHOD OF BID

Bidder must submit a unit price per service, estimated annual cost for all service lines, and a total annual cost. Prices must be quoted in U.S. Dollars.

5. SUBMISSION

Bidder must submit an original and one copy including all required materials for acceptance of their bid by the date and time listed on the Cover Sheet. Any late bids will be rejected. Bids must be forwarded to:

Justin Alliss
7401 Register Drive
PO Box 9117
Des Moines, IA 50306

All bids are to be packaged, sealed, and show the following information on the outside of the package:

- Bidder's name and address
- RFB title
- RFB number
- Bid due date

6. RESPONSE REQUIREMENTS

The following information must be provided by the due date and time listed on the bid cover page:

- Signature and Authority Affidavit and Qualification Sheet – Attachment A
- Bid Offer Form – Attachment B
- List of equipment to be used to perform the services

7. SITE VISIT

Bidder must visit the job site prior to submitting a bid to assure themselves and IPERS that they fully understand all requirements of the project. Bidders must attend a Site Visit in

order for their bid to be considered for an award. Contact Justin Alliss at (515)281-0090 and justin.alliss@ipers.org to arrange a visit to the job site.

8. METHOD OF AWARD

Award will be made on the basis of the lowest total estimated annual cost from a responsive, responsible bidder who meets the specifications and qualifications.

9. REJECTION OF PROPOSALS

9.1. IPERS reserves the right to reject without penalty any or all proposals in whole or in part received by this request, due to noncompliance with the requirements of this RFB or for any other reason. Issuance of this RFB in no way constitutes a commitment by IPERS to award a contract or to enter into a contract with a successful bidder. IPERS further reserves the right to cancel this RFB, to issue a new RFB, or to award a contract in whole or in part if deemed in the best interest of IPERS. The RFB and the RFB process are for the sole benefit of IPERS and its members. IPERS will not pay for any information herein requested, nor is it liable for any costs incurred by the submitting proposals.

9.2. Contractors whose proposals do not meet the minimum requirements will be so notified. After evaluation of the proposals, selection, and approval by IPERS, all Contractors will be notified of the successful firm or firms.

9.3. IPERS reserves the right to not hire or to defer the hiring of a Contractor for these services.

10. START OF SERVICE

IPERS intends on starting services no later than 07/15/2025 but may start sooner based on IPERS needs. Please indicate your estimated lead time in calendar days on your Bid Form.

11. ON SITE SERVICE

The Contractor is required to perform services on IPERS property. Bidders must include all transportation and insurance charges. Failure to include these costs may disqualify your bid.

12. FIRM PRICES

The awarded Contractor must hold the accepted costs for the entire contract period. IPERS will review any cost adjustment before the beginning of a contract renewal period. Price increase requests must be justified with supporting documentation of industry-wide increases.

13. SUBCONTRACTING OR THIRD-PARTY PAYMENTS

In the event Contractor subcontracts a portion of the work, IPERS shall pre-approve all subcontracting upon award before any work begins. Subcontractors must abide by all terms and conditions of the Contract. The prime contractor shall be responsible for all subcontractor(s) work and payment.

14. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- 14.1. IPERS may terminate the Contract at any time at its sole discretion upon thirty (30) days written notice to the Contractor

Contractor will be warned, verbally or in writing, of any unsatisfactory performance and intent to cancel this Contract. IPERS will provide a "cure period" to correct unsatisfactory performance. If performance does not improve, IPERS will provide ten (10) days written notice of cancellation.

- 14.2. In the event Contractor terminates the contract, for any reason whatsoever, Contractor shall provide sixty (60) days written certified notice to IPERS prior to such termination. Contractor will refund IPERS within thirty (30) days of termination all payments made hereunder by IPERS for work not completed.
- 14.3. IPERS may cancel and terminate the Contract without advance written notice if, at any time, Contractor's performance threatens the health and/or safety of IPERS, any employees, agents, board members, trustees, beneficiaries, or members of the public.
- 14.4. IPERS may cancel and terminate the Contract without advance written notice if Contractor fails to maintain and keep in force the required insurance.

15. TERMS AND CONDITIONS

Contractors submitting quotes must review Attachment C, IPERS' Standard Terms and Conditions. The attached terms and conditions will govern this bid unless specifically modified in these bid documents. Contractors must identify any sections that may be of concern and explain any objections to the terms and conditions with the bid submission. Failure to raise any objections or to object to a particular section of the terms and conditions will be deemed acceptance of the unobjected language.

16. AUTHORIZATION TO RELEASE INFORMATION

IPERS reserves the right, either directly or through its authorized representative, to obtain from all sources, pertinent information concerning a Contractor, a contractor's product, services, personnel, or subcontractors. By submitting a proposal, the Contractor hereby

authorizes IPERS and its authorized representatives to obtain information regarding the firm's performance on other contracts, agreements, or other business arrangements, its business reputation, and any other matter pertinent to the evaluation and selection of a successful Contractor in response to this RFB. This includes, but is not limited to, the right to conduct criminal history, prior performance, reference checks, and other background investigations for persons retained by the Contractor or other persons identified in the Contractor's proposal. This also includes, but is not limited to, the right to obtain, verify, and consider information from sources such as the Contractor's performance of contracts for other clients.

The Contractor, in submitting its proposal, hereby releases, acquits, and forever discharges IPERS, the State of Iowa, and their trustees, officers, employees, and agents from any and all liability whatsoever including all claims, demands, and cause of action of every nature and kind affecting the firm that it may have or ever claim to have relating to information, data, opinions, and references obtained by IPERS in the evaluation and selection of a Contractor in response to this RFB.

The Contractor, in submitting its proposal, authorizes IPERS and its authorized representatives to contact all the persons, entities and references which are directly or indirectly, listed, submitted, or referenced in Contractor's proposal submitted in response to this RFB. By submitting its proposal, the Contractor authorizes all persons and entities to provide information, data, and opinions regarding the Contractor's performance under any contract, agreement or other business arrangement, Contractor's ability to perform, Contractor's business reputation and any other matter pertinent to the evaluation of the Contractor.

The Contractor and its partners, officers, directors, employees and agents hereby release, acquit and forever discharge any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned Contractor that it may have or ever claim to have relating to information, data, opinions and references supplied to IPERS in the evaluation and selection of a successful Contractor in response to this RFB.

17. ETHICS POLICY DISCLOSURES

IPERS staff and Board members are subject to an Ethics Policy adopted by the Investment Board. IPERS Ethics Policy, requires Contractors and their agents to disclose campaign contributions made to campaigns for public elective office of IPERS staff and Board members. If your firm is selected, you will be required to disclose any campaign contributions made by the firm and/or its employees or agents to any campaign for public

elective office of IPERS Board and staff members or their spouses within the previous two-year period.

18. APPEALS

Any Contractor that filed a timely bid or proposal and that is aggrieved by an award made by IPERS may appeal the decision by filing a written notice of appeal with Chief Executive Officer (CEO) Greg Samorajski, 7401 Register Drive, Des Moines, Iowa, 50321, within five calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. IPERS must receive the notice of appeal within the specified time frame for it to be considered timely. The notice of appeal shall state the grounds upon which the firm challenges the IPERS' award.

The appeal will be treated as "other agency action" in accordance with Iowa Code chapter 17A and cases interpreting this Code chapter. The procedure for an appeal of "other agency action" is to allow the Contractor an opportunity to be heard. To fulfill this obligation, the Contractor has five calendar days from the date the notice of appeal was filed with IPERS to submit any written arguments and documents it wants considered related to the merits of the appeal. The aggrieved Contractor may, or may not, be afforded an opportunity to discuss the merits of the appeal with CEO Samorajski, over the telephone or in person. CEO Samorajski will issue a final agency decision related to the appeal. The exclusive means for a Contractor to seek further review of the final agency decision shall be governed by Iowa Code §17A.19.

Attachments

Attachment A – Bid Affidavit and Qualification Sheet

Attachment B – Bid Offer Form

Attachment C – IPERS Standard Terms and Conditions

ATTACHMENT A - CONTRACTOR'S BID AFFIDAVIT QUALIFICATION SHEET

SUBMITTED BY:

CORPORATION:

ADDRESS:

PARTNERSHIP:

PRINCIPAL OFFICE:

INDIVIDUAL:

PHONE:

OTHER:

1. How many years has your entity been in business?
2. If your entity has changed its name, provide information on your previous name(s) and years of business under current name.
3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President:
 - d. Vice-President:
 - e. Secretary:
 - f. Treasurer
4. If an individual or Partnership, answer the following:
 - a. Date of organization:
 - b. Name(s) and address(es) of partners:
5. Percentage of work performed by entity and percentage subcontracted.
6. Have you failed to perform any previous work?
 - a. If yes, explain.
7. List principal subcontractors:
8. List bank references:
9. List three completed projects who may be contacted as references, type or work address, phone number and contact name.
 - a. D
 - b. D
 - c. D
10. Insurance:
 - a. Insurance company name:
 - b. Insurance agent name:
 - c. Phone number:
11. Are you licensed by the State of Iowa?
 - a. Other licenses.

I certify that the above is true and complete and I authorize IPERS to verify any information on this statement.

In signing this bid, I also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Date

****Submit this form with your bid response. Attach any separate sheets in response as necessary.**

ATTACHMENT B
BID OFFER FORM

BIDDER: _____

Estimated quantities are for bidding purposes only. Bidders are responsible for verifying square footage estimates.

Line	Description	Quantity	Appx Sq Ft	Unit Price	Extended Price
1	Mowing	24			
2	Hand weeding, weed control applications in all beds	24			
3	Edge all sidewalks, concrete curbs - annual	7			
4	Tree and shrub trimming, blossom removal, mulch turning - annual	1			
5	Leaf and debris removal from beds - semiannually	2			
6	Spring – granular fertilizer	1			
7	Summer – weed control	1			
8	Summer – granular fertilizer	1			
9	Fall – granular fertilizer	1			
10	Irrigation activation and adjust	1			
11	Aeration	2			
12	Irrigation shut down and winterization	1			
13	Snow removal and salt application 1” to 3” snow event	12			
14	Snow removal and salt application 3.1” to 6” snow event	3			
15	Snow removal and salt application 6.1” plus	1			

16	Salt application only for snow events <1” or freezing rain	12			
17	Ice Melt	12			
Total Annual Cost					

Total Cost of “Time and Material” Items		\$\$/HR
Labor rate for additional general landscaping services:		
Labor rate for irrigation repair services:		

ATTACHMENT C - PROFESSIONAL SERVICES CONTRACT

WHEREAS, the parties hereto desire to enter into this Contract for the purpose of providing services to IPERS whose business location is 7401 Register Drive, Des Moines, Iowa 50321.

NOW, THEREFORE, for the mutual covenants and agreements herein contained, the parties agree as follows:

1. PARTIES TO THE CONTRACT. This Contract shall be between [REDACTED], hereinafter referred to as Contractor, and the Iowa Public Employees' Retirement System, hereinafter referred to as IPERS, for the services as specified by this Contract.

2. TERM OF CONTRACT. This Contract shall begin on [REDACTED], 2025. The duration of the Contract shall be through [REDACTED]. IPERS and the Contractor can extend this Contract based on the mutual agreement of the parties. Either party may terminate this Contract by giving thirty (30) days advance written notice to the other party.

2.1 In the event of breach of contract by Contractor, IPERS may give written notice of the details of such breach to Contractor and this Contract shall terminate ten (10) days thereafter, if such breach is not sooner cured. IPERS may, for any reason or no reason, terminate the Services to be provided upon ten (10) days written notice.

2.2 Contractor's Obligations upon Termination. Upon termination of the term of this Contract, subject to the provisions of Section 2.4, all duties and obligations of either Party shall cease and this Contract shall be null and void. Upon such termination, but in no event later than twenty (20) days following such termination, Contractor shall deliver to IPERS all property and documents of IPERS then in the custody of Contractor.

2.3 Offset Rights on Termination. Upon the termination of this Contract, all damages, losses and costs of IPERS shall be deducted from any sum due Contractor hereunder and the balance, if any, shall be paid to Contractor upon demand.

2.4 Obligations which Survive Termination. The termination of the term of this Contract shall not relieve Contractor of (a) its liability under the indemnification provisions in Section 8; (b) its obligations under Section 10; or (c) any other obligations that would reasonably be expected to survive termination of this Contract. In addition, the Parties' respective rights to bring claims arising in connection with the statements and obligations set forth in this Contract shall survive any termination of the term of this Contract.

3. DELIVERABLES.

4. FEES. This is a firm fixed price Contract. In exchange for the services in Paragraph 3, Contractor will receive \$ [REDACTED]. The Contract does not guarantee any minimum level of purchase or any minimum amount of compensation. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone. Any unpaid and undisputed invoices shall bear interest in accordance with Iowa Code section 8A.514.

5. EQUAL EMPLOYMENT OPPORTUNITIES. The Manager shall comply with the provisions of federal, state, and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, disability, or national origin. Upon IPERS' written request, the Manager shall submit to IPERS a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Manager shall ensure that all authorized subcontractors comply with the provisions of this clause.

Failure to comply with this clause may result in termination and prohibition from further contracting with IPERS.

6. AUDIT AND EXAMINATION OF RECORDS. The Contractor agrees that the Auditor of the State of Iowa, or any authorized representative of IPERS, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to, and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Contractor relative to services performed, orders, invoices, or payments of this Contract.

6.1 All records relating to this Contract shall be retained by the Contractor for five years following the date of final payment or completion of any required audit, whichever is earlier.

6.2 Compliance with this clause does not relieve the Contractor from retaining any records required by other laws or regulations of federal, state, or local governmental units. The Contractor will not be eligible for additional payments from IPERS, for expenses incurred, to comply with the foregoing audit requirements.

7. CONTRACT CHANGES. Changes in contractual provisions or services to be furnished under the Contract may be made only in writing and must be approved mutually by the Contractor and IPERS.

8. INDEMNIFICATION AND LIABILITY RESTRICTIONS.

8.1 The Contractor will indemnify IPERS against liability for any suits, actions, or claims arising from or relating to the performance of the Contractor under this Contract.

8.2. IPERS has no obligation to provide legal counsel or defense to the Contractor if a suit, claim, or action is brought against the Contractor or its subcontractors as a result of the Contractor's performance of its obligations under the Contract. In addition, IPERS has no obligation for the payment of any judgments or the settlement of any claims against the Contractor as a result of the Contractor's performance of its obligations under the Contract. The Contractor shall immediately notify IPERS of any claim made or suit filed against the Contractor resulting from the Contractor's obligations under the Contract. The Contractor will cooperate, assist, and consult with IPERS in the defense or investigation of any claim made or suit filed against IPERS resulting from the Contractor's performance under the Contract.

8.3 The Contractor agrees to indemnify and hold IPERS, its Chief Executive Officer, Managers, Board, Benefits Advisory Committee, elected and appointed officials, and employees harmless from any and all liabilities, damages, settlements, judgments, costs, and expenses, including reasonable attorney fees of IPERS staff or of the Iowa Attorney General's Office, and the costs and expenses and attorney fees of other counsel IPERS may retain, related to or arising from:

8.3.1 Property damage, personal injury, death, loss costs, expense or other harm arising out of, resulting from, relating to, or connected with any act or omission by the Contractor, its divisions, subsidiaries, partners, principals, employees, agents, elected or appointed officials, officers, and directors in fulfilling this Contract; or

8.3.2 Claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from this Contract; or

8.3.3 Any breach or any claimed breach of this Contract by the Contractor or by any of its partners, principals, officers, directors, employees, and agents.

8.4 IPERS shall not be responsible for action taken by the Contractor, its partners, principals, shareholders, employees, officers, elected or appointed officials, or its agents in knowing violation of any federal, state, or local law, or that of a foreign country.

8.5 Immunity from Liability. IPERS reserves all immunities, defenses, rights or actions arising out of IPERS's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver

of the IPERS's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the IPERS's entry into this Contract.

9. TAXES. IPERS is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Contractor's payments. IPERS is exempt from state and local sales and use taxes on the services supplied pursuant to this Contract. In the event that the Contractor is in arrears in payment of any State taxes that are due to the State of Iowa, the State may offset any taxes in arrears from payments to the Contractor under the Contract.

10. SECURITY, CONFIDENTIALITY, AND OWNERSHIP OF DATA.

10.1 Access to Confidential Data. The Contractor's employees, agents, and subcontractors may have access to confidential data maintained by IPERS to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by IPERS. The Contractor shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of IPERS at all times.

10.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of IPERS, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of IPERS. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of IPERS.

10.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify IPERS and cooperate with IPERS in any lawful effort to protect the confidential information.

10.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to IPERS any unauthorized disclosure of confidential information.

10.5 Open Records Act. The parties acknowledge and agree that this Contract is subject to the Iowa Open Records Act, Iowa Code chapter 22 and confidentiality requirements set forth in Iowa Code section 97B.17.

10.6 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

11. ASSIGNMENT. The Contractor shall not assign the Contract in whole or in part or any payment arising from the Contract without prior written consent of IPERS and subject to such conditions and provisions as IPERS may deem necessary.

12. PROHIBITION AGAINST GRATUITIES. Iowa law provides that it is a felony to offer, promise, or give anything of value or benefit to an elected official, public official, public employee, candidate, or that person's immediate family member, with the intent to influence that person's acts, opinion, judgment, or exercise of discretion with respect to that person's duties. In addition to any criminal and civil penalties, IPERS may, by written notice to the Contractor terminate this Contract, if the Contractor violates this section.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. By signing this Contract, the Contractor certifies that its prices in this Contract have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter

relating to such prices with any competitor. No attempt was made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

14. CONTRACT. This Contract between IPERS and the Contractor shall include the negotiated Contract, the terms and conditions of the solicitation, the Contractor's proposal or bid made in response to the solicitation, and any written clarifications or changes made in accordance with the provisions herein. In the event of conflict between the documents, the rights of IPERS and the Contractor shall be determined by first examining this Contract, then examining any written clarifications or changes that follow the effective date of this Contract, then the solicitation, and finally the Contractor's bid or response to the solicitation.

15. USE OF THIRD PARTIES AND SUBCONTRACTORS. IPERS acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by IPERS. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. IPERS shall have the right to request the removal of a subcontractor from the Contract for good cause.

16. INSURANCE. Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and IPERS shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

16.1 Types and Amounts of Insurance Required. Unless otherwise requested by IPERS in writing, Contractor shall cause to be issued insurance coverages insuring Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified on the Contract Declarations and Execution Page for each occurrence. In addition, Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by law.

16.2 Certificates of Coverage. Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to IPERS upon execution of this Contract and as further requested by IPERS. The certificates shall be subject to the approval by IPERS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to IPERS. Approval of the insurance certificates by IPERS shall not relieve Contractor of any obligation under this Contract.

16.3 Waiver of subrogation rights. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to State and/or IPERS.

17. JURISDICTION OF DISPUTES. This Contract shall be governed under Iowa law. Jurisdiction over disputes involving this Contract, not settled by mutual consent of the parties, shall be solely in the courts of the State of Iowa and shall be tried in Polk County, Iowa District Court, or the United States District Court for the Southern District of Iowa, if jurisdiction is appropriate in federal court.

18. INDEPENDENT CONTRACTOR STATUS. It is expressly understood and agreed that the Contractor will act as an independent contractor in performance of this Contract. No provision hereunder shall be intended to create an employer/employee relationship with respect to the Contractor's employees and IPERS nor shall this Contract be construed to create a partnership or joint venture with respect to the services and deliverables, or otherwise.

19. INTEGRATION. This Contract represents the entire agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Contract.

20. HEADINGS OR CAPTIONS. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

21. SUPERSEDES FORMER AGREEMENTS. This Contract supersedes all prior Contracts between the Contractor and IPERS for the services provided in connection with this Contract.

22. NOTICE. Any notice, advice, or report to be given pursuant to this Contract shall be delivered or mailed to:

FOR IPERS:

Iowa Public Employees' Retirement System
7401 Register Drive, P.O. Box 9117
Des Moines, Iowa 50306-9117
E-mail:
Phone: 515-
Fax: 515-281-0045

FOR _____:

23. SEVERABILITY. If any provision of this Contract is deemed invalid or unenforceable, the remainder shall be valid and enforceable.

24. WAIVER OF INFORMALITIES. Failure of IPERS at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit the enforcement of the provision.

25. COUNTERPARTS. This Contract may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.

26. ADHERENCE TO ETHICS POLICY. The Contractor acknowledges that it has been provided with a copy of the IPERS Ethics Policy, and agrees to comply with that policy as a material requirement under this Contract. The Contractor agrees that, except as otherwise disclosed and preapproved by IPERS, it shall not be involved in relationships with IPERS' Key Employees or with any other party providing products and/or services to IPERS where the relationships would constitute a conflict of interest under the IPERS Ethics Policy. In addition, the Contractor agrees to certify upon IPERS' reasonable request that the provisions of this paragraph continue to be true, and also to promptly notify IPERS and request a ruling using the IPERS disclosure statement at any time when the provisions of the paragraph may no longer be true because of a potential or actual conflict of interest.

27. CONTRACTOR'S PERSONNEL. IPERS may request replacement of any of the Contractor's personnel believed unable to carry out the responsibilities of this Contract. IPERS shall approve replacement personnel. Such approval shall not be unreasonably withheld. Such approval shall in no way lessen the Contractor's responsibility for the proper selection, assignment, management, and discipline of the Contractor's employees.

IN WITNESS, WHEREOF the parties have agreed to all provisions contained herein and has executed this Contract on the date indicated.

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

By _____
Rick Hindman, Deputy Executive Director

Date: _____

By _____

Date: _____